

**SECRETARY OF STATE OF TEXAS  
AUTOMOBILE CLUB SERVICES ACT SURETY BOND**

**BOND NUMBER:** \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:**

That, we \_\_\_\_\_, as  
Principal, whose address is \_\_\_\_\_, and  
\_\_\_\_\_, as Surety, and being  
authorized to do business in the State of Texas, are held and firmly bound unto the State of  
Texas in the penal sum of \$25,000, lawful money of the United States of America, payable to  
the state for the use and benefit of the state or any injured party, by reason of the principal's  
failure to faithfully perform in the selling or rendering of automobile club services and for  
failing to pay any fines or penalties levied against it for not complying with the provisions of  
the Automobile Club Services Act, Tex. Trans. Code. Ann. §§ 722.001 et seq., for the payment  
of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT:**

WHEREAS, the above named principal has made application to the Secretary of State  
of the State of Texas for a certificate of authority to engage in or continue in the business of  
the operation of an automobile service club, in accordance with the provisions of the  
Automobile Club Services Act, hereinafter referred to as the Act, Tex. Trans. Code Ann. §§  
722.001 et seq.

NOW, THEREFORE, if the principal, upon obtaining said Certificate of Authority,  
shall conduct the business as an automobile service club in accordance with the provisions of  
the Act, and shall faithfully perform in the selling or rendering of automobile club service  
and pay any fines or penalties levied against it for failure to comply with the provisions of  
the Act, then this obligation shall be void, otherwise, to remain in full force and effect, subject  
to the following conditions:

1. This bond shall be construed in favor of any injured party damaged by reason of the failure to faithfully comply with the provisions of the Act by the principal or the acts of the principal's agents;

2. That any person injured by any violation(s) of the Act may bring action against the principal and surety on this bond;

3. That the aggregate liability of the surety for any claim arising under this bond shall not exceed the actual damage for principal's violation of the Act, and in no event shall the aggregate liability of the surety for any and all claims which arise under this bond exceed the penal sum hereof; and

4. This bond shall not be subject to cancellation by either the principal or the surety unless written notice of intent to cancel is forwarded by the surety and/or the principal to the Secretary of State, Statutory Documents Section, at least ninety (90) days prior to the effective date of cancellation. If cancellation is at the insistence of the surety, the surety shall also provide the principal with written notification at least ninety (90) days prior to effective date of cancellation.

In witness whereof, said PRINCIPAL AND SURETY have executed this bond this

\_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ .

SURETY BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Countersigned by: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

PRINCIPAL: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)